

**LIMITED RIGHT OF ENTRY PERMIT
(Construction)**

This **LIMITED RIGHT OF ENTRY PERMIT** ("Permit") is granted by **DENTON COUNTY TRANSPORTATION AUTHORITY** ("DCTA"), a regional transportation authority created, organized and existing pursuant to Chapter 460, Texas Transportation Code, as amended (the "Act") to Denton Independent School District ("Permittee"), an independent school district established pursuant to Chapter 11, Texas Education Code, acting herein by and through its duly authorized official, whose mailing address is 1307 North Locust Street, Denton, Texas 76201, for the consideration and subject to the restrictions, conditions, and agreements stated herein.

WHEREAS, pursuant to that certain *Transportation and Access Agreement and Easement* dated and effective May 25, 2010, between DCTA and Dallas Area Rapid Transit ("DART") ("the DART Agreement"), DCTA is operating, and maintaining a public rail transportation system within the former Missouri-Kansas-Texas rail corridor from Mile Post 742.42 in the City of Carrollton, Texas, to Mile Post 721.53 in the City of Denton, Texas, ("the DCTA Corridor") which is presently owned by DART; and

WHEREAS, pursuant to agreements between and/or among DCTA, DART, and Dallas, Garland & Northeastern Railroad ("Railroad"), both passenger and freight railroad operations are occurring on the DCTA Corridor; and

WHEREAS, Permittee desires to enter the DCTA Corridor for the Permitted Purpose, as defined below;

NOW THEREFORE, DCTA does hereby grant to Permittee a non-exclusive revocable license to enter on, over, across and upon that certain portion of the DCTA Corridor between Mile Post 722-16 and Mile Post 744.23 in Denton County, Texas, shown in Exhibit "A" attached hereto and incorporated herein ("the Licensed Premises") for the Permitted Purpose subject to the following terms and conditions:

1. **Permitted Purpose:** The "Permitted Purpose" as that phrase is used in this Permit, shall mean the performance of construction activities by Permittee's employees and/or contractors for one or more purposes generally set forth in Exhibit "B" hereto.
2. **Term:** Permittee's right to enter the Licensed Premises for the Permitted Purpose shall begin on Thursday, October 13, 2011 and end on October 13, 2016, unless this Permit is terminated earlier as provided herein or extended by written agreement of the Parties.
3. **Consideration:** The consideration for the granting of this Permit shall be **TEN AND NO/100 (\$10.00) DOLLARS** cash in hand paid by Permittee to DCTA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged.
4. **Cost:** Permittee shall be solely responsible for all costs relating to performing the Permitted Purposes. Upon completion of the Permitted Purpose and prior to termination of this Permit, Permittee shall, restore the Licensed Premises to the same condition as when Permittee entered upon the Licensed Premises unless DCTA consents to

Permittee leaving the Licensed Premises in a different condition.

5. **Performance of Work - Generally:** Permittee and/or its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation on or about the Licensed Premises and any adjacent property owned by or under the control of DCTA, DART, or Railroad. If the failure to use reasonable care by Permittee and/or its contractor results in damage to the Licensed Premises or such adjacent property, Permittee and/or its contractor shall immediately make appropriate replacement or repair the damage at no cost or expense to DCTA, DART and/or Railroad. If Permittee or its contractor fails or refuses to make such replacement, DCTA shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of Permittee, which cost and expense Permittee agrees to pay to DCTA upon demand. Permittee shall require that the work and activities associated with the Permitted Purpose shall be conducted in such a manner and at such times to not endanger or interfere with DCTA's or Railroad's operations, and in accordance with the regulations and instructions of DCTA and the Railroad.
6. **DCTA to Review Plans:** Prior to the commencement of any work on the Licensed Premises by Permittee or its contractor, Permittee shall submit to DCTA for review and approval Permittee's plans and specifications for the portion of Permittee's project to be constructed within the DCTA Corridor. Permittee, its employees, contractors, and subcontractors shall perform that portion of the Work located in the DCTA Corridor strictly in accordance with the plans and specifications approved by DCTA. Permittee shall further submit to DCTA, for approval, all construction details, falsework and other incidentals not detailed in plans, insofar as they are located within the DCTA Corridor or otherwise may reasonably affect DCTA or its property and/or operations. Not later than sixty (60) days following completion of Permittee's work within the DCTA Corridor, Permittee shall deliver to DCTA a full set of as-built drawings showing all improvements made by or on behalf of Permittee within the DCTA Corridor including, but not limited to, all materials, equipment, and other personal property.
7. **Operational Safety Matters:** Permittee, its contractors and subcontractors, and the employees of any of the foregoing, shall at all times comply with the following operational safety measures while present in the DCTA Corridor:
 - a. Flagger(s), who are representatives of DCTA engaged to protect DCTA's interest while in the DCTA Corridor and who have been determined by DCTA to be knowledgeable and qualified to perform flagging duties within the DCTA Corridor in accordance with DCTA's operating and safety rules must be present and on-duty.
 - b. No work or other activity shall be conducted less than twenty-five feet (25.0') from the closest rail of any DCTA track (also referred to as "the Foul Zone") or perform any work in which a catastrophic event could cause equipment, people or materials to enter into the Foul Zone unless the above mentioned flaggers are present.
 - c. Every person working under the control of Permittee or otherwise under authority

of Permittee pursuant to this Permit who are engaged in any activity that requires flagger(s), as described in Section 7.b., above, shall have received within the 365 day period prior to the date the work is to be performed a certificate of completion of a creditable Roadway Worker Protection course and have successfully passed all required examinations associated with that course. Permittee, Permittee's contractor, or the employee working within the DCTA Corridor will provide proof of course completion upon request from DCTA or its representatives. Whether or not the above mentioned Roadway Worker Protection course is creditable shall be determined at the sole discretion of DCTA.

- d. All equipment, tools and materials must be stored not less than twenty-five (25) feet from the closest rail of any operable track unless otherwise approved in writing by DCTA. Explosives or other highly flammable substances or any hazardous materials regulated pursuant to federal or state regulation shall not be stored on DCTA property, including, but not limited to, the DCTA Corridor, without the prior written approval of DCTA.
 - e. Permittee shall remove or have removed all tools, equipment and materials from the DCTA Corridor promptly upon completion of work, but in no case later than ten (10) days unless a longer period is authorized in writing by DCTA.
 - f. Permittee shall reimburse DCTA for all costs and expense incurred by DCTA in connection with the provision of any services or work in relation to the Permittee's work as described in Exhibit "B", including without limitation the expense of furnishing such inspectors, watchmen and flagmen as DCTA deems reasonably necessary or which are otherwise requested by Permittee, the installation and removal of falsework beneath tracks which DCTA is required to do in order for Permittee to construct its work as described in Exhibit "B".
 - g. Permittee understands and acknowledges that flagging and safety rules will be administered by Herzog Transit Services, Inc. (HTSI), through the HTSI Roadway Worker Safety Training, conducted at 4801 Rock Island Road, Irving, Texas 75061.
8. **Notifications:** Prior to entering the Licensed Premises pursuant to this Permit, Permittee shall provide notification to DCTA as follows:
- a. No prior notification is required if a work schedule setting forth the specific dates and times during which Permittee and/or its contractor will be performing work within the DCTA Corridor is set forth in Exhibit "B", hereto, and entry into the Licensed Premises occurs within those dates and times.
 - b. If Permittee must enter the Licensed Premises in a situation constituting an Emergency Event (as defined below), Permittee shall notify DCTA by telephone not later than one hour prior to entry into the Licensed Premises at the following phone numbers:
 - i. Between the hours of 5:00 AM and 1:00 PM, contact Mr. David Stinson, Transportation Supervisor, at 214-957-2704 (cell)

- ii. Between the hours of 1:00 PM and 11:00 PM, contact Mr. Sammy Fry, Transportation Supervisor, at 214-794-0027 (cell)
 - iii. At anytime, contact Mr. Doug Bourne, Sr. Transportation Manager, at (214) 957-0201 (cell)
 - iv. Notification of DCTA for all other purposes shall be Mr. Douglas Daly, Director of Rail Operations at (972) 221-4600 (office).
- c. In all other situations not described in Paragraphs a. or b. of this Section 8, Permittee shall notify DCTA not later than fifteen (15) days prior to entry into the Licensed Premises by providing written notice to DCTA in accordance with Section 14.a., below.
- d. For purposes of Section 8.b., above, an "Emergency Event" shall mean an event in which Permittee requires access to the Licensed Premises to perform repairs, replacement, or maintenance to Permittee's leased or owned property or facilities located within the DCTA Corridor, which, if not performed within a short time after the discovery of the need for such repair, replacement, or maintenance, will reasonably:
- i. result in personal injury or death or damage to or destruction of real or personal property;
 - ii. endanger the public health or safety; or
 - iii. result in an interruption of utility, communication, or data transmission services to the public or a governmental entity whose operations are dependent on such transmission,

9. Responsibilities of Parties; Contractor Indemnification:

- a. The parties hereto acknowledge that no party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct as well as such acts and deeds of its contractors, agents, representatives, and employees during performance of this Agreement without waiving any governmental immunity available to the parties under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this Section 9 shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- b. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9.a., ABOVE, PRIOR TO THE CONTRACTOR'S ENTRY INTO THE CORRIDOR PURSANT TO THIS PERMIT, PERMITTEE SHALL REQUIRE ANY CONTRACTOR OR OTHER THIRD PARTY WHO ENTERS AND/OR PERFORMS WORK IN THE CORRIDOR ON BEHALF OF PERMITTEE UNDER THE AUTHORITY OF THIS PERMIT TO AGREE AT ALL TIMES TO**

INDEMNIFY, DEFEND, AND HOLD HARMLESS DCTA, DART, RAILROAD, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES AGAINST AND FROM:

- i. ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO USE OF THE LICENSED PREMISES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF DCTA, DART, RAILROAD OR THEIR OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST DCTA, DART, OR RAILROAD FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; AND
 - ii. ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE LICENSED PREMISES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF DCTA, DART, RAILROAD OR THEIR EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS.
- c. Permittee is a "governmental unit" as that term is defined in Tex. Civ. Prac. & Rem. Code §101.001, Permittee does not by agreement to and acceptance of this Permit waive its right to claim immunity to liability or suit or to invoke the limits of liability set forth in Chapter 101 of the Texas Civil Practices & Remedies Code, as amended, to the extent sovereign immunity has been waived by said statutes. DCTA and Permittee further acknowledge and agree that nothing in this Permit is intended to be for the benefit of any third parties except to the extent expressly provided in this Permit.
- d. The provisions of this Section 9 shall survive the termination of this Permit, regardless of the means of termination.
10. **Insurance:** Prior to occupancy of the Licensed Premises under this Permit, Permittee shall require all contractors and subcontractors engaged by Permittee to perform work on the Licensed Premises to comply with the provisions of this Section 10 by procuring and maintaining the following types and amounts of insurance with an insurer or insurers

and in form satisfactory to DCTA, which insurance shall be primary and non-contributory.

- a. Commercial General Liability with Contractual Liability Endorsement.
 - i. Combined single limit of not less than \$2,000,000.
 - ii. DCTA, DART, Railroad and all affiliated companies and organizations named as additional insureds without any qualification or restriction.
 - iii. DCTA must be provided 30 days notice of cancellation or modification.
- b. Commercial Automobile Liability Policy
 - i. Combined single limit of not less than \$2,000,000.
 - ii. DCTA, DART, and Railroad named as additional insureds without any qualification or restriction.
 - iii. DCTA must be provided not less than 30 days notice of cancellation or modification.
- c. Workers' Compensation Insurance
 - i. Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this Permit.
 - ii. Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.
 - iii. Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DCTA, DART, and Railroad.
- d. Permittee shall require all contractors and subcontractors engaged by Permittee to perform work on the Licensed Premises to furnish DCTA Certificates of Insurance and copies of Endorsements for Additional Insured, Waiver of Subrogation and Contractual Liability Railroads (or, as and when DCTA may direct, copies of the actual insurance policies) as evidence of the coverage's outlined in Paragraphs a, b, and c, above, and this Paragraph d. Approval will be expedited if all required coverage's and the following endorsements are included on the Certificates:
 - i. Endorsement showing DCTA, DART, Railroad and their affiliate companies and organizations named as additional insureds in as required by Paragraphs a. and b., above and requiring that DCTA be given 30 days notice of cancellation or modification. The certificate must specify that the endorsement is applicable to the General Liability and Auto

Liability Policies.

- ii. Contractual liability endorsement.
 - iii. Endorsement removing exclusions from contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of liability of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.
 - iv. Endorsement removing exclusions for XCU hazards.
 - v. Waiver of subrogation endorsement specific to Workers Compensation.
- e. All policies must contain a cross liability endorsement reading as follows:
- "It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered by or in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy."
- f. If (i) Permittee's contractors and subcontractors do not procure, maintain and provide proof of compliance with this section or (ii) if Permittee is performing the work using Permittee's employees, Permittee shall be required to comply with the provisions of this Section 10.
11. **Removal from Licensed Premises:** At the request of DCTA or Railroad, Permittee shall remove from the DCTA Corridor any employee of Permittee, or Permittee's contractor or subcontractor who fails to comply with DCTA and/or Railroad's operating and safety rules and any right of Permittee to enter upon the DCTA Corridor shall be suspended until compliance with such rules is obtained. To the extent allowed by law, Permittee shall indemnify DCTA and the Railroad against any claim arising from the removal of any such employee from the DCTA Corridor.
12. **Identification:** Company-issued photo identification is required of all Permittee's employees, contractors, and subcontractors working on the Licensed Premises which clearly identifies the person as someone authorized to be on the Licensed Premises pursuant to this Permit.
13. **Termination:** The Permit shall terminate on the earliest of:
- a. The date set forth in Section 2, above, as the end of the Term; or
 - b. The date established by mutual written agreement of the Parties; or
 - c. The date Permittee has completed all work and/or other activities related to the

Permitted Purpose and has completed restoration of the Licensed Premises as required by Section 4, above; or

- d. 5:00 p.m., Central Time on the fifth (5th) day following DCTA's delivery of notice to Permittee of Permittee's non-compliance with the provisions of this Permit if Permittee has failed to cure such non-compliance by that time; provided, however, if the non-compliance is the failure to comply with a DCTA and/or Railroad operating and safety rule pursuant to Section 7, above, termination shall be at 5:00 p.m. Central Time on the second (2nd) day after delivery of the notice to Permittee if Permittee remains out of compliance with such operating or safety rule unless the notice of non-compliance expressly provides a longer period for Permittee to come into compliance; or
 - e. The date any of the insurance coverage required to be provided by Permittee and/or its contractors or subcontractors pursuant to Section 10, above, expires without being renewed.
14. **Contractor Agreement to Permit.** Any contract between Permittee and a third party contractor or agent to perform work on behalf of Permittee pursuant to this Permit shall be made expressly subject to the provisions of this Permit to the extent of the work performed by said third party within the DCTA Corridor, which agreement shall be either (i) incorporated into the text of said contract in full or by reference or (ii) by separate instrument signed by an authorized representative of said third party.
15. **Miscellaneous.**
- a. **Notice.** When written notice is permitted or required by this Permit, it shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:
 - DCTA: Denton County Transportation Authority
1660 S. Stemmons, Suite 250
Lewisville, TX 75067
ATTN: Rail Development
 - With Copy to: Peter G. Smith, General Counsel
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201
 - PERMITTEE: Denton Independent School District
Ernie Stripling
1212 North Elm Street
Denton, Texas 76201

Either party may change its address for notice by giving the other party notice

thereof.

- b. **Parties Bound.** This Permit shall be binding upon and inure to the benefit of the executing parties.
- c. **Entirety and Amendments.** This Permit embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Licensed Premises and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.
- d. **Governing Law; Venue.** This Permit shall be construed under and in accordance with the laws of the State of Texas. Venue for any dispute between the parties to this Permit arising from or related to this Permit shall be in a state court in Denton County, Texas, the personal jurisdiction to which the parties hereto agree to submit.
- e. **Number and Gender.** Words of any gender used in this Permit shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- f. **Assignment.** This Permit is not assignable.
- g. **No Joint Enterprise.** The parties do not intend this Permit to be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Permit are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This Permit does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.
- h. **Counterparts.** This Permit may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- i. **Waiver of Default.** It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- j. **No Property Conveyance.** Permittee understands, acknowledges, and agrees that this Permit is solely contractual and does not constitute a conveyance of an interest in real property.
- k. **Effective Date.** This Permit shall become effective on the date it is signed by the authorized representatives of DCTA and Permittee.
- l. **DART as Third Party Beneficiary.** Permittee understands, acknowledges, and

agrees that to the extent any right of indemnification or other obligation stated herein is expressly made in favor of DART, DART constitutes a third party beneficiary of this Permit with the right to enforce said provisions in this Permit without the necessity of DART acknowledging its rights as a third party beneficiary hereto.

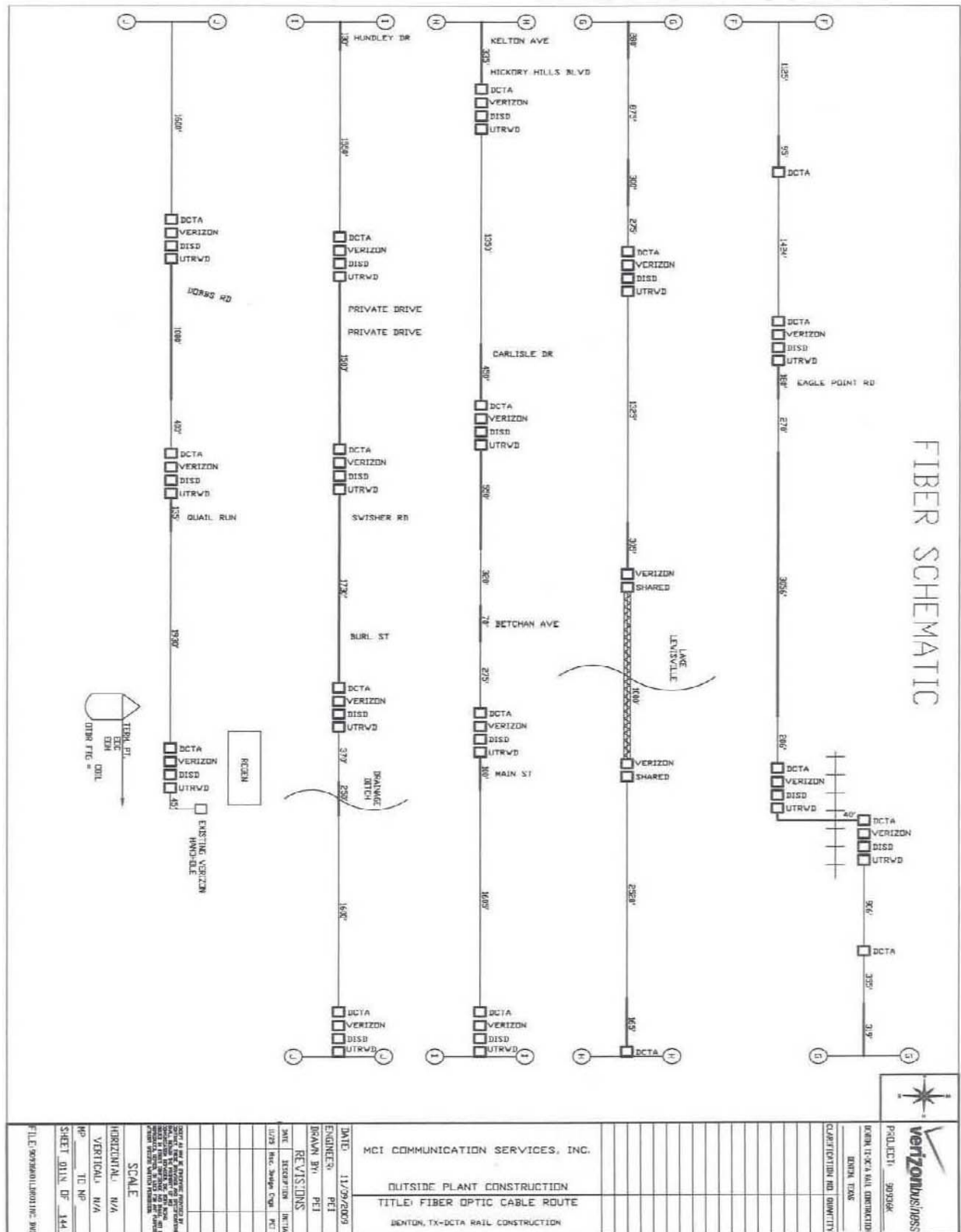
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals this _____ day of January, 2012.

DENTON COUNTY TRANSPORTATION AUTHORITY

BY: _____
Jim Cline, P.E., President

DENTON INDEPENDENT SCHOOL DISTRICT
PERMITTEE

BY: _____
Mia Price, President, Board of Trustees



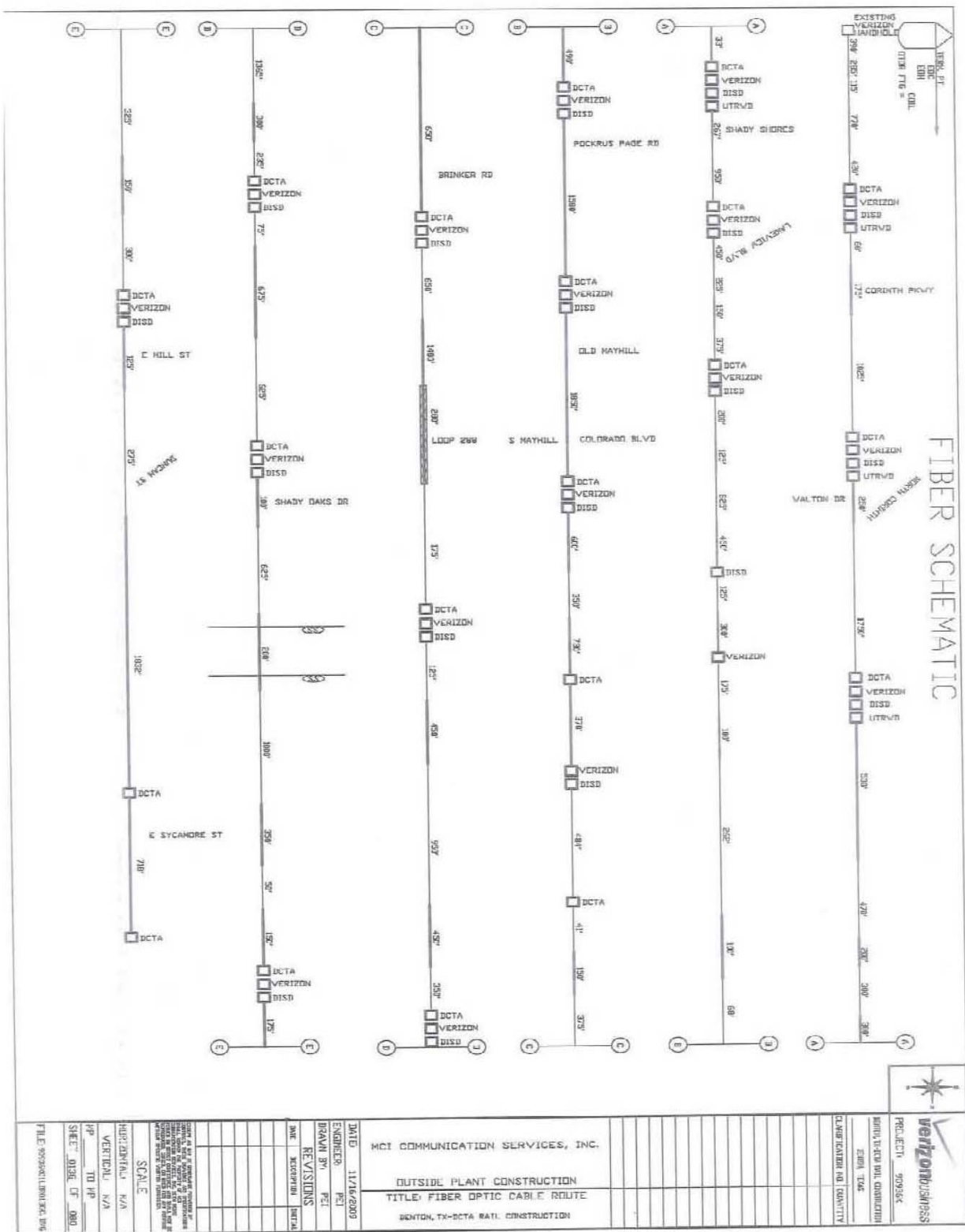


EXHIBIT "B"
DESCRIPTION OF PERMITTED PURPOSE

DOT Number	Mile Post	DCTA Station	Verizon Station	Location	Item	Owner
		940+60			Hand Holes	DCTA
917533W	742.83	941+30		Ismaili	Crossing	
	742.55	956+33			Hand Holes	DCTA
411959R	742.48	956+50		SR-190 EB	Crossing	
411966B	742.35	963+50		SR0190 WB	Crossing	
	742.15	974+21			Hand Holes	DCTA
	741.69	998+39			Hand Holes	DCTA
	741.43	1012+12			Hand Holes	DCTA
415856E	741.37	1014+83		FRANKFORD RD/1016 AUTO SIG	Crossing	
	741.25	1021+09	6+94		Hand Holes	DCTA Verizon
	741.23	1022+20	8+05		Hand Holes	DCTA Verizon DISD
	740.91	1039+00	25+00		Hand Holes	DCTA Verizon DISD
	740.45	1063+50	49+50		Hand Holes	DCTA Verizon DISD
	740.06	1084+00	70+00		Hand Holes	DCTA Verizon
	739.97	1089+00	75+00		Hand Holes	DISD
	739.77	1099+50		Hebron Station	Station	
	739.71	1102+26	88+26		Hand Holes	DCTA Verizon
	739.49	1114+10	100+10		Hand Holes	DCTA Verizon DISD
414060E	739.48	1114+99		HEBRON PKWY/1108 AUTO	Crossing	
	739.28	1125+75	111+75	NOT SHOWN ON PLANS	Hand Holes	TC PMP
	739.03	1139+00	125+00		Hand Holes	DCTA Verizon DISD
	738.54	1164+50	150+50		Hand Holes	DCTA Verizon DISD

414720N	738.30	1176+09		Bennett	Crossing	
	738.25	1178+50	164+50		Hand Holes	DCTA Verizon DISD
	738.04	1190+01	176+01	CP North Hebron	Hand Holes	DCTA
	737.98	1193+00	179+00		Hand Holes	DCTA Verizon DISD
	737.60	1213+00	198+50		Hand Holes	DCTA Verizon DISD
	737.17	1235+93	221+93	Bus 121	Hand Holes	DCTA Verizon DISD
N/A	737.16	1236+50		PURNELL INTERLOCKING	Signal	
414717F	737.11	1237+80		BUSINESS 121	Crossing	
414716Y	737.10	1239+37		PURNELL	Crossing	
415873V	736.90	1249+96		ANDES METAL DRIVEWAY	Crossing	
414715S	736.70	1258+12		E Main	Crossing	
	736.68	1259+00	243+00	Old Town	Hand Holes	DCTA Verizon DISD
	736.63	1262+00		Old Town Station	Station	
	736.59	1263+97	247+97		Hand Holes	DCTA
	736.53	1267+00	251+00		Hand Holes	DCTA
	736.51	1268+00	252+00		Hand Holes	DCTA Verizon DISD
414714K	736.50	1269+27		College	Crossing	
	736.04	1293+72	277+72		Hand Holes	DCTA Verizon DISD
414713D	736.10	1294+93		Kealy St	Crossing	
	735.65	1318+72	302+72		Hand Holes	DCTA Verizon DISD
414712W	735.65	1325+74		Cowan	Crossing	
	735.61	1327+68	311+68	Cowan	Hand Holes	DCTA Verizon DISD UTRWD

414711P	735.25	1346+66		Jones	Crossing	
	735.24	1347+00	331+00		Hand Holes	DCTA Verizon DISD UTRWD
414710H	735.10	1352+39		Mills	Crossing	
	735.05	1355+15	339+15		Hand Holes	DCTA Verizon DISD UTRWD
	735.02	1356+40	340+40		Hand Holes	DCTA
	734.68	1374+66	358+66		Hand Holes	DCTA
	734.30	1394+40	378+40		Hand Holes	DCTA Verizon DISD UTRWD
414708G	734.30	1395+92		Lake Park	Crossing	
	734.08	1407+50	391+50		Hand Holes	DCTA Verizon DISD UTRWD
	733.78	1423+44	407+44		Hand Holes	DCTA
	733.76	1424+20	408+20	CP South lake	Hand Holes	DCTA
	733.50	1438+00	422+50		Hand Holes	DCTA Verizon DISD UTRWD
414707A	733.45	1439+05		Eagle Point	Crossing	
	733.32	1446+00		HV/LL Station	Ststion	
	733.29	1447+25	432+25		Hand Holes	DCTA
	733.08	1458+50	443+50	East Side of Track	Hand Holes	DCTA Verizon DISD UTRWD
	733.08	1458+50	443+50	West Side of Tracks	Hand Holes	DCTA Verizon DISD UTRWD
	732.90	1467+96	452+96		Hand Holes	DCTA
	732.83	1471+90	722+90		Hand Holes	DCTA Verizon DISD UTRWD

	732.61	1483+50	468+50		Hand Holes	DCTA
	732.44	1492+50	477+00		Hand Holes	DCTA Verizon DISD UTRWD
	732.14	1508+30	493+30		Hand Holes	DCTA Verizon
	732.13	1508+80	493+80	Lake Bridge	Hand Holes	DCTA
	731.95	1518+30	503+30	Lake Bridge	Hand Holes	DCTA Verizon
	731.57	1538+55	523+55		Hand Holes	DCTA
	731.44	1545+15	530+15		Hand Holes	DCTA
414705L	731.40	1547+68		Kelton	Crossing	
	731.39	1548+10	533+50		Hand Holes	DCTA Verizon DISD UTRWD
414014D	731.20	1549+80		Hickory Hills	Crossing	
414704E	731.10	1564+93		Carlisle Dr	Crossing	
	731.07	1566+50	551+50		Hand Holes	DCTA Verizon DISD UTRWD
414702R	730.80	1577+33		Betchan Dr	Crossing	
	730.77	1578+65	563+65		Hand Holes	DCTA Verizon DISD UTRWD
414701J	730.64	1581+10		Main St	Crossing	
	730.36	1595+70	580+70		Hand Holes	DCTA Verizon DISD UTRWD
414700C	730.45	1598+02		W Hunley	Crossing	
	730.18	1612+50	597+50		Hand Holes	DCTA Verizon DISD UTRWD
414057W	730.18	1614+99		W Overly Dr	Crossing	
	729.94	1627+50	612+50		Hand Holes	DCTA Verizon DISD UTRWD

414698D	729.80	1629+99		Swisher Rd	Crossing	
	729.73	1633+58	618+58		Hand Holes	DCTA
	729.53	1644+00	629+80		Hand Holes	DCTA Verizon DISD UTRWD
	729.52	1644+96	630+76		Hand Holes	DCTA
414697W	729.49	1646+39		Burl St	Crossing	
	729.10	1667+00	652+00		Hand Holes	DCTA Verizon DISD UTRWD
	728.80	1683+00	668+00		Hand Holes	DCTA Verizon DISD UTRWD
933968G	728.69	1684+58		NEW CORINTH EXTENSION XING		
	728.45	1697+00	682+00		Hand Holes	DCTA Verizon DISD UTRWD
415887D	728.36	1701+97		QUAIL RUN DR/1702 AUTO SIG	Crossing	
	728.00	1721+15	702+15		Hand Holes	DCTA DISD UTRWD
	727.99	1721+65	702+65		Hand Holes	DCTA Verizon DISD UTRWD
	727.98	1722+10	703+10		REGEN HOUSE	Verizon
414694B	727.57	1743+53		Corinth	Crossing	
	727.36	1754+50	735+50		Hand Holes	DCTA Verizon DISD UTRWD
414692M	727.36	1755+04		Walton	Crossing	
414691F	727.33	1756+29		N Corinth St	Crossing	
	726.99	1774+50	755+50		Hand Holes	DCTA Verizon DISD UTRWD

	726.64	1792+83	773+83		Hand Holes	DCTA Verizon DISD UTRWD
414689E	726.80	1793+44		W. Shady Shore	Crossing	
	726.58	1805+00	786+00		Hand Holes	DCTA Verizon DISD
414690Y	726.56	1806+07		Lake View Blvd	Crossing	
	726.36	1816+73	797+73		Hand Holes	DCTA Verizon DISD
	726.35	1817+00		South Med Park	Signal	
	725.97	1837+18	818+18		Hand Holes	DCTA Verizon DISD
	725.74	1849+20	830+20		Hand Holes	DCTA Verizon DISD
414688X	725.70	1849+69		Pockrus Page Rd	Crossing	
	725.41	1865+00	846+00		Hand Holes	DCTA Verizon DISD
	725.21	1875+43	865+43		Hand Holes	DCTA Verizon DISD
414687R	725.20	1884+67		MAYHILL RD/1883 AUTO SIG	Crossing	
	724.91	1900+00		Medpark Station	Station	
	724.86	1902+50	882+50		Hand Holes	DCTA Verizon DISD
	724.73	1909+64	889+64		Hand Holes	DCTA
414686J	724.21	1921+15		Brinker	Crossing	
	724.19	1922+26	901+26		Hand Holes	DCTA Verizon DISD
	723.68	1949+25	928+25		Hand Holes	DCTA Verizon DISD
	723.24	1972+50	951+50		Hand Holes	DCTA Verizon DISD

	722.88	1991+50	970+50		Hand Holes	DCTA Verizon DISD
414679Y	723.05	1993+03		COLOADO BLVD/1991 AUTO SIG	Crossing	
	722.82	2005+25	984+25		Hand Holes	DCTA Verizon DISD
414678S	722.80	2006+01		Shady Oaks	Crossing	
414677K	722.35	2029+51		Duncan	Crossing	
	722.34	2030+00	1009+00		Hand Holes	DCTA Verizon DISD
	722.16	2039+50	1018+50		Hand Holes	DCTA Verizon DISD
414676D	722.10	2039+81		Morse	Crossing	
795446C	721.90	2056+06		Prairie	Crossing	
795455V&795 443G	721.78	2062+84		E. Sycamore St	Crossing	
	721.76	2063+82	1042+82		Hand Holes	DCTA
	721.72	2066+00		Downtown Denton	Station	
	721.66	2069+00	104+80		Hand Holes	DCTA